



AQUATICS CENTER FOOD CONCESSION OPPORTUNITY

NOVEMBER 2010

DUE DATE: DECEMBER 21, 2010, 3:30PM

REQUEST FOR PROPOSAL

The City of Morgan Hill seeks proposals from experienced food and beverage service operators to provide food and beverage service at the Morgan Hill Aquatics Center, located at 16200 Condit Road, Morgan Hill, CA 95037.

CONCESSION SERVICES:

The City desires to enter into a mutually beneficial Concessionaire's License Agreement with an experienced food and beverage service operator who will be the sole and exclusive provider of food and beverage concession services at the Aquatics Center ("AC") during the Summer Recreation Swim Season. As part of the agreement, the City has the following expectations of the contractor selected to provide food concession services:

1. The operator will be the sole and exclusive provider of food and beverage sales at the AC during the Summer Recreation Swim Season (see anticipated 2011 season schedule in the "Additional Information" section of this document) with the following exceptions:
 - a. It is understood that while outside food and drink is not allowed into the facility, patrons will be allowed to bring water into the facility. Additionally, any person requiring a special diet for health reasons will be allowed to bring food relating to that diet into the facility.
 - b. It is understood that the preseason School Dayz program allows school groups to bring their lunches to the facility and that the concession store shall also be open during these scheduled events (late May to early June).
 - c. It is understood that swim meets during the Summer Recreation Swim Season (historically two or three meets) shall be allowed to provide their own concessions, including a hospitality room for meet officials and volunteers. During meets, the concession store may also be open.
 - d. Parties are allowed to bring their own cake.
2. The operator shall offer a reasonably priced menu that contains popular, healthy, freshly prepared items and pre-packaged snacks, and may

expand/vary the menu offerings from time to time with the mutual agreement of the City.

3. The food service contractor shall ensure that concession store employees extend a pleasant attitude and exemplary customer service to the patrons of the AC.
4. The food concession store will be open for business during all recreation swim times and special events.
5. The food service contractor will work with City staff to coordinate the sale of food to parties and groups using the AC. The food service contractor is expected to be able to work directly with customers and provide exemplary customer service in those exchanges. On average, the AC hosts 100 parties during the summer season.
6. The food concession store may also open for business at other times as agreed upon by the City and the food service contractor.
7. The sale of alcohol and tobacco products is prohibited.
8. The food service contractor shall provide all food, beverages, supplies, personnel, insurance, and all other items necessary to operate the concession store to standards required by the Santa Clara County Health Department.
9. The City subscribes to a “green building” philosophy. The food service contractor should be prepared to demonstrate how their service will be operated to minimize trash products and maximize reuse/recycling efforts.
10. The City, at its discretion, may modify AC operating hours and programs as it sees fit.

11. **Concession Summary Matrix:**

	<u>City Contractor</u>	<u>Swim Meet Organizer</u>	<u>Customer</u>
Summer Recreation Swim Season	Exclusive		
Summer Swim Meets	Allowed	Allowed	
Summer Parties and Special Events	Exclusive		
Vending Machines	Exclusive (year round service desired by City)		
Water	Allowed	Allowed	Allowed
Birthday Cake	Allowed		Allowed

PREFERED TERMS OF AGREEMENT:

The City's Concessionaire License Agreement with the previous concession operator is attached as an example. The agreement should not be considered as the actual agreement that the City and new operator will enter into, only as an example. The final terms and language will be negotiated.

1. The food service contractor will be required to sign a Concessionaire License Agreement with the City of Morgan Hill. The City prefers a contract with an initial term of two (2) years which may be extended for a longer term by mutual agreement of both parties, but will consider other options.
2. The City will consider terms whereby the food service contractor will pay the City either a percentage of monthly gross receipts or another mutually agreed upon arrangement with a guaranteed minimum to the City.
3. The City shall provide use of the concession store premises, storage shed, grill, and existing equipment and furnishings to the food service contractor.
4. The City will pay for the cost of all utilities currently being provided.
5. The food service contractor will be required to properly clean and maintain the concession store, storage shed, grill, vending machines, and all areas immediately adjacent to the aforementioned areas.
6. The City and food service contractor shall evenly split all repairs to existing City-owned equipment/furnishings. The City shall have no responsibility for repairs to approved contractor provided equipment/furnishings.
7. The food service contractor shall be required to maintain insurance in the types and amounts as required by the City and shall possess or obtain a City of Morgan Hill Business License.
 - a. Comprehensive general liability insurance: \$1,000,000 per occurrence
 - b. Automobile insurance: \$1,000,000 per occurrence
 - c. Worker's compensation insurance: as required by law

PROPOSAL FORMAT:

To ensure that you provide all of the necessary information and that all proposals are evaluated equally, please submit your written proposal in the following format:

PROPOSAL SUBMISSION FORM:

Please complete the Proposal Submission Form attached to this RFP. Please place the form **on top** of your proposal. This will be used for proposal identification.

COVER LETTER:

Provide a signed cover letter indicating your desire to provide concession services.

SECTION 1: COMPANY INFORMATION

In this section, provide a summary of your company's qualifications that includes the following information:

- Name, business address and business phone of your company's owner;
- Name, business address and business phone of local company supervisor or contact person, if not the same as above;
- Describe your current company including the number of years in business, number of years at current business address, and number of employees;
- Describe your experience in operating a food service company similar to the AC concession store including current menu offerings and services provided by your company;
- Demonstrate financial stability.

SECTION 2: PROPOSED BUSINESS PLAN

Describe your business plans and/or approaches you envision for the operation of the AC concessions store. Please include how you intend to maximize sales, understand the wants of your customers, provide exemplary customer service, and ensure orders are expedited in the timeliest manner.

Please include a two year proforma with estimated gross receipts and expenses. As part of this, please describe your proposed financial arrangement with the City, including the minimum guaranteed revenue to the City.

Please also include any plans to contract, partner, and/or collaborate with other food service providers in order to provide diverse menu options aimed at meeting the wants of AC customers (additional information in Section 3).

SECTION 3: PROPOSED MENU OFFERING

In this section, provide a list of core menu items you are prepared to offer. The menu should be designed to maximize sales and satisfy customer demand. Note that in the AC setting, food and beverage items that result in the minimum amount of waste or trash are most desirable.

While the menu you propose is at your discretion, it should contain the following variety of foods:

- Hot and cold beverages;
- Freshly prepared hot and/or cold food items and snacks;
- Healthy options;
- A variety of pre-packaged snack foods.

The City also desires to have a diversity of menu items that may only be able to be delivered by collaborating, contracting, and/or partnering with other food service providers. As such, the City is interested in receiving proposals that include creative approaches to providing quality food and beverage selections.

SECTION 4: CONCESSION EQUIPMENT

The City will provide the food service contractor access to the existing furnishings and equipment in the concession store and storage shed. If additional furnishings and/or equipment are desired, it is the contractor's responsibility to provide these items and to pay for any additional utility work that may be necessary, provided that it is approved first by the City. Furthermore, the contractor will pay for the additional monthly utilities expense.

Existing City-Owned Concession Equipment at the Morgan Hill Aquatics Center:

<u>Item</u>	<u>Quantity</u>
Double Door True Freezer	2
Double Door True Freezer/Fridge	1
Pizza Top True Refrigerator	1
Manitowoc Ice Maker	1
True Sandwich Refrigerator	1
Long sided True Refrigerator	1
Double Door Small True Refrigerator	1
Single Use Fryer by Master	2
6 Burner + Oven by Sunfire	1
Portable Sink Unit	1
Single door sandwich unit by True	1
Commercial Gas BBQ	1
Portable Sales Cart w/Sink	1

ESTIMATED RFP SCHEDULE

The City's proposed schedule for review of the proposals and final selection of the Contractor is as follows:

- November 5, 2010 RFP Packages available
- **November 17, 2010** Interested parties onsite RFP clarification meeting and Aquatics Center tour at 10am
- **December 21, 2010** Proposals due by 3:30pm
- January 2011 Interviews
- Feb/March 2011 City Council considers approving agreement
- May 2011 Contract concession operations begin

PROPOSAL SUBMITTAL:

Written proposals are due at the following address **no later than 3:30pm on December 21, 2010.** The City of Morgan Hill is not responsible for non-receipt of proposals sent by mail or courier.

Proposals should be completed and delivered **to the City Clerk of the City of Morgan Hill, located at 17575 Peak Avenue, Morgan Hill, CA 95037 clearly marked "AQUATICS CENTER CONCESSIONS PROPOSAL" no later than 3:30pm on December 21, 2010.**

The City Council reserves the right to reject any or all proposals and to determine which proposal is in its judgment the best responsible submission by a responsible candidate and which proposal should be accepted in the best interest of the City Council. The City Council also reserves the right to waive any informality in any proposal or bid.

Please deliver five (5) unbound copies of your proposal to:

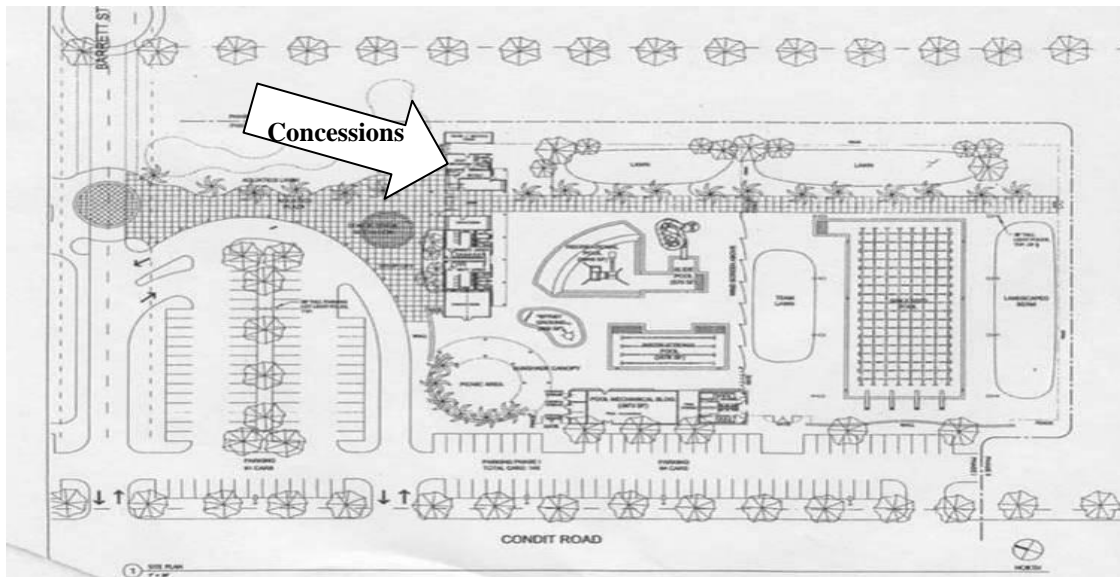
Office of the City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Please contact Steve Rymer, Director of Recreation and Community Services, at 408-779-7271 x406 or steve.rymer@morganhill.ca.gov if you have any questions.

ADDITIONAL INFORMATION

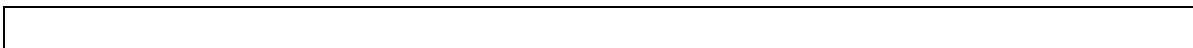
ABOUT THE MORGAN HILL AQUATICS CENTER

The Morgan Hill Aquatics Center opened in 2004 and offers a full range of instructional, recreation, and competition swim activities. The facility is located on approximately 5.5 acres of the total 8.8 acre site. The AC's main features include a recreation pool with two waterslides and a play structure, a 25 yard instructional pool, children's interactive water fountain, 50 meter competition pool with diving boards, and patio/lawn areas for picnics and relaxation.



FOOD CONCESSION KITCHEN AND OTHER AMENITIES

The food concession kitchen is approximately 360 (30' x 12') square feet in the main pool house near the entrance to the Aquatics Center. It is furnished with commercial grade equipment to prepare and serve a wide variety of sandwiches, snack foods and beverages. In addition, a gas grill cooking area is provided and a 209 (19' x 11') square feet storage shed is also available to store contractor materials and supplies.



ANTICIPATED 2011 SUMMER RECREATION SWIM SCHEDULE

The Aquatics Center is anticipated to be open for the *2011 Summer Recreation Swim Season* as follows:

Memorial weekend and May 28-30 weekend

Saturday: 11:30am – 5pm
Sunday: 11:30am – 5pm
Memorial Day: 11:30am – 5pm

Weekdays May 26 – June for School Dayz Program

Weekdays: 9:30am – 2pm

June 4 – August 14

7 Days per Week 11:30am – 6:30pm

Weekends: August 20/21, August 27/28, September 3/4/5, September 10/11, September 17/18

Saturday: 11:30am – 5pm
Sunday: 11:30am – 5pm
Labor Day: 11:30am – 5pm

HISTORICAL BACKGROUND INFORMATION

The following information is intended to assist you in understanding historical summer recreation swim visits and concession sales. These are all estimates and should not be considered as a guarantee for future performance.

	FY 09/10	FY 08/09	FY 07/08	FY 06/07	FY 05/06	FY 04/05
Daily Visits	73,400	66,000	57,700	66,000	72,600	91,600
Gross Concession Revenue	\$183,000	\$224,000	\$159,000	\$149,600	\$185,800	\$201,300
Revenue/Visit	\$2.49	\$3.39	\$2.76	\$2.27	\$2.56	\$2.20

Sample Menu from Previous Vendor

"FRESH GRILLED" BURGERS!

CHEESEBURGER COMBO
\$6.75

DBL CHZ BURGER COMBO
\$7.75

ALL SPECIALS INCLUDE CHIPS
AND A MEDIUM DRINK

"FRESH GRILLED" SPECIALS

VEGGIE BURGER COMBO
\$7.95

GRILLED CHICKEN COMBO
\$7.95

GRILLED AHI TUNA COMBO
\$9.95

ALL SPECIALS INCLUDE CHIPS
AND A MEDIUM DRINK

KID'S MENU

Chips and Fresh Fruit
Kids Soda or Juice
Grilled Hot Dog, Chicken nuggets,
or PBJ
\$4.95

SMOOTHIES

STRAWBERRY
\$3.50

BANANA BERRY
\$3.95

HOT OFF THE GRILL

GRILLED AHI FISH SANDWICH	\$7.95
VEGGIE BURGER	\$5.95
HOTDOG	\$2.95
HAMBURGER	\$3.95
CHEESEBURGER	\$4.35
DOUBLE CHEESE BURGER	\$5.75
GRILLED CHICKEN SANDWICH	\$5.95

SNACKS

NACHOS	\$4.25
FRENCH FRIES	\$2.95
SOFT PRETZELS	\$2.75
CHURROS	\$2.75
FUNNEL CAKE	\$3.75
FUNNEL CAKE W/STRAWBERRIES	\$5.25

SALADS

CAESAR SALAD	\$4.95
CAESAR SALAD W/CHICKEN	\$6.95

SALES TAX NOT INCLUDED IN PRICE



**AQUATICS CENTER
FOOD CONCESSION OPPORTUNITY**

-PROPOSAL SUBMISSION FORM-

DUE DATE: DECEMBER 21, 2010, 3:30PM

Name & Address of
Firm/Organization:

Contact Name:

Contact Phone:

Contact E-mail:

Proposed Financial
Arrangement:

Minimum Guarantee
To City:

The City Council reserves the right to reject any or all proposals and to determine which proposal is in its judgment the best responsible submission by a responsible candidate and which proposal should be accepted in the best interest of the City Council. The City Council also reserves the right to waive any informality in any proposal or bid.

Proposals received after the due date will not be considered. No proposal may be withdrawn after the due date or before the award and accepting of the contract; unless the award is delayed for a period exceeding ten (10) days.

***PLEASE PLACE THIS FORM ON TOP OF YOUR PROPOSAL
THANK YOU!***